



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

RECORDATION NO. 5709-5 Filed 1425

DAVID M. YEARWOOD
GENERAL ATTORNEY

JUN 28 1979 - 3 30 PM
June 15, 1979

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

no. 9-1721749
Date JUN 28 1979
Fee \$10.00
ICC Washington, D. C.

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of June 15, 1979 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released and transferred to Louisville and Nashville Railroad Company two (2) 80-ton open top hopper cars bearing the Railroad's road numbers 184731 and 185163 that are subject to the Conditional Sale Agreement dated as of February 15, 1970 among Pullman Incorporated (Pullman Standard Division), Greenville Steel Car Company and Louisville and Nashville Railroad Company, which was filed and recorded with the Interstate Commerce Commission on May 8, 1970 and assigned Recordation No. 5709.

REC'D NON-RECEIVED
FEE OPERATION BR.
10.00

JUN 28 3 22 PM '79

RECEIVED

Counterparts of Homme

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachment

5709-J

RECORDATION NO. 5709-5 Filed 1425

JUN 28 1979 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of the 15th day of June, 1979, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard division), and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad, each of the Vendors agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to

the provisions of Section 20c of the Interstate Commerce Act on May 8, 1970, and assigned Recordation No. 5709; and

WHEREAS, Section 6 of the Conditional Sale Agreement requires the Railroad to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger, special purpose or work equipment, put into service no earlier than February 15, 1970, equal in value to the depreciated value and of substantially as good material or construction of cars subject to Casualty Occurrences, or at the election of the Railroad, and in lieu of such replacement, the Railroad shall pay to Mercantile on June 1 in each year commencing June 1, 1971, a sum equal to the aggregate unpaid balance of the Deferred Purchase Price of all cars subject to Casualty Occurrences; and

WHEREAS, two (2) 80-ton open top hopper cars bearing the Railroad's road numbers 184731 and 185163, hereinafter called the "Destroyed Cars," subject to the Conditional Sale Agreement, have suffered a Casualty Occurrence for which settlement has not heretofore been made; and

WHEREAS, the Railroad proposes to sell, assign, transfer and set over unto Mercantile pursuant to Section 6 of the Conditional Sale Agreement other equipment having a depreciated value as of the date

hereof which is equal to or in excess of the aggregate unpaid balance of the Deferred Purchase Price of the Destroyed Cars, or in lieu thereof, to pay to Mercantile on June 1, 1980, the unpaid balance of the Deferred Purchase Price of the Destroyed Cars; and

WHEREAS, Mercantile is willing to release the Destroyed Cars for which the Railroad is to make substitution or payment on June 1, 1980.

NOW, THEREFORE, the Railroad hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto Mercantile other standard gauge rolling stock, put into service no earlier than February 15, 1970, equal in value to the depreciated value of the Destroyed Cars, or in lieu thereof, to pay to Mercantile on June 1, 1980, the aggregate unpaid balance of the Deferred Purchase Price of the Destroyed Cars.

Mercantile hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Cars for which the Railroad is to make substitution or payment on June 1, 1980.

The Railroad will cause this Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

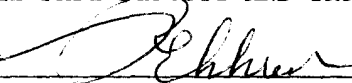
This Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original,

and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Agent

By



Assistant Vice President

(Corporate Seal)

ATTEST:



CORPORATE TRUST OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

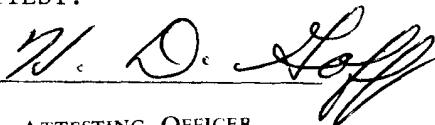
By



Assistant Vice President

(Corporate Seal)

ATTEST:



ATTESTING OFFICER

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 27th day of June, 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires July 1, 1982.

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 21st day of June, 1979, before me personally appeared W. R. Lindahl, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires July 26, 1982.

(Notarial Seal)